

Judge: Christopher M. Alston  
Chapter: Chapter 7  
Hearing Date: April 30, 2021  
Hearing Time: 9:30 a.m.  
Hearing Site: TELEPHONIC – CALL IN  
INFORMATION IS AT THE  
END OF THIS DOCUMENT  
Response Date: April 23, 2021

UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In Re:

SAMIA EL-MOSLIMANY,

Debtor.

Bankruptcy No. 18-14820- CMA

DECLARATION OF DENICE MOEWES IN  
SUPPORT OF TRUSTEE'S MOTION

DENICE MOEWES declares under penalty of perjury of the laws of the State of Washington as set forth below.

1. I am over the age of 21 and am competent to make this declaration and do so based upon personal knowledge.

2. I am an attorney at the law firm of Wood & Jones P.S. and we represent Ronald G. Brown, the Chapter 7 Trustee in this case.

3. The § 341 meeting of Ann Paxton El-Moslimany was held on February 11, 2021. Samia El-Moslimany testified on behalf of Ann El-Moslimany and she stated that a mortgage payment had not been made on their residence for over two years.

4. Attached hereto as **Exhibit 1** is a true and correct copy of a payoff we obtained from Washington Federal Bank.

5. Attached hereto as **Exhibit 2** is a true and correct copy of a Promissory Note between Samia El-Moslimany and Aziza Al-Yousef on dated September 1, 2016 in the amount of 1,300,000 Riyals (\$346,580.00 USD).

DECLARATION OF DENICE MOEWES

**Wood & Jones, P.S.**  
303 N. 67<sup>th</sup> Street  
Seattle, WA 98103  
206-623-4382

6. Attached hereto as **Exhibit 3** is a true and correct copy of a Promissory Note between Samia El-Moslimany and Aziza Al-Yousef dated May 28, 2017 in the amount of \$100,000 that was given to me by the Debtor to support her claim she owed money to Aziza Al-Yousef. The document is not signed by Aziza Yousef.

7. Attached hereto as **Exhibit 4** is a true and correct copy of the Hayat Sindi Judgment against Samia El-Moslimany in the amount of \$1,548,500 that was recorded against the Debtor's Residence.

8. Attached hereto as **Exhibit 5** is a true and correct copy of the agreement between Sindi and the bankruptcy estate.

Dated this 9<sup>th</sup> day of April, 2020 at Seattle, Washington.

WOOD & JONES, P.S.

/s/ Denise E. Moewes

Denise E. Moewes, WSB 19464

Attorney for Trustee, Ronald G. Brown

Dial In Instructions:

Dial: **1-888-363-4749**

Enter Access Code: **8955076** then press #

Enter Security Code: **3564** then press #

Speak when prompted

Guidelines:

1. Use a land line phone and not a cell phone, if possible. Do not use a speaker phone.
2. Make the call from a quiet area where background noise is minimal.
3. Wait until the Judge calls your case before speaking.
4. Do not put the phone on hold at any time after the call is connected.
5. In the event you are unable to connect to the conference call after following the above procedures, please contact chambers at (206) 370-5330.

DECLARATION OF DENICE MOEWES

**Wood & Jones, P.S.**

303 N. 67<sup>th</sup> Street

Seattle, WA 98103

206-623-4382

# Exhibit 1

## WEINSTEIN & RILEY, P.S.

### FORECLOSURE AND DEFAULT SERVICES — PACIFIC REGION

2001 Western Ave Suite 400 ■ Seattle, WA 98121 ■ Tel: 1-800-349-3739 ■ Fax: 206-269-3493

February 17, 2021

Denice E Moewes  
Wood & Jones, PS  
dmoewes@aol.com

Tess Kent  
Wood & Jones, PS  
tessmkent@aol.com

RE: Samia El-Moslimany, Case #18-14820-CMA  
Property located at 2655 SW 151st PL, Burien, WA 98166

WEINSTEIN AND RILEY, P.S. MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY OR THE DEBT HAS NOT BEEN DISCHARGED. IF SO, THIS LETTER IS INTENDED FOR INFORMATIONAL PURPOSES ONLY.

#### PAYOFF STATEMENT

Principal:	\$349,232.64
Interest:	\$38,242.29
Escrow Balance:	\$18,873.97
Reconveyance Charge:	\$145.00
AP Legal Charge:	\$931.00
TOTAL PAYOFF	\$407,424.90

The above total must be paid to Weinstein & Riley, P.S. by wire transfer or cashier's check **payable to Washington Federal Bank**. Personal checks, cash, money orders, escrow and attorney trust account checks are not acceptable. Partial payments will not be accepted. At the time of payoff, you must also provide us with a forwarding address for the borrower. If an additional sheet is attached, this payoff is subject to the terms and conditions contained in that attachment.

These figures are subject to final verification upon receipt of funds by the note holder. The note holder reserves the right to adjust these figures and refuse any funds which are insufficient to pay off the loan in full for any reason including, but not limited to, error in calculation of payoff amount, previously dishonored check or money order, or additional disbursement made by the note holder between the date of this payoff statement and the receipt of the funds. **This reinstatement or payoff amount is for loan/account number XXXXX6864 only.** Any other loans or accounts with this lender must be requested separately. **The above figures** apply only through **March 1, 2021**. Do not disburse funds after said date without our prior approval. If a payoff statement is attached, this payoff is subject to the terms and conditions of that attachment. To request updated figures, please fax requests to (206) 269-3493. You may also call (800) 349-3739. Additional fees may be charged for updated quotes. Allow at least one week for response.

Weinstein & Riley, P.S.  
Accounting Department

# Exhibit 2



**GLOBAL LINK LANGUAGE SERVICES, INC**  
**YOUR LINK TO THE WORLD**

71 Commercial Street, #218

Boston, MA 02109

(617) 451-6655 Telephone

(617) 451-6644 Facsimile

[www.languagetranslate.com](http://www.languagetranslate.com)

[info@languagetranslate.com](mailto:info@languagetranslate.com)

**CERTIFICATION**

**Date: August 22, 2019**

We hereby certify and confirm that the below mentioned document is a true and accurate **English translation** of the **Arabic document** presented to us, and has been translated to the best of our professional ability.

**Page 12 of Samia Document 1**

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Federico".

Anthony Federico

Global Link Language Services, Inc.

A handwritten signature in blue ink, appearing to read "Marie Delaney".  
Notary Public: *Marie Delaney*

My commission expires on: 01/29/2021



**In the Name of Allah, the Most Merciful, Most Gracious**

Kingdom of Saudi Arabia

Ministry of Justice

[Emblem of Ministry of Justice]

[277]

**Second Notary Public in Riyadh**

**Acknowledgment No.: 371636750**

**Date: 29 Dhu al-Qadah 1437 AH**

**Acknowledgment of Debt**

Praise be to Allah alone and peace and blessings be upon the Last prophet. And thereafter:

In my presence, I, Attaib ibn Abdallah Al-Suhaibani, Head of Second Notary Public in Riyadh  
Appeared before me, in full legal capacity, the following:

1- First party (Creditor), Aziza bint Mohammed bin Abdel Aziz Yousef, a Saudi national, Civil  
Status Register No. 1046253027

2- Second party (Debtor) Samia Mohammed Ahmed El-Moslimany, a Saudi national, Civil  
Status Register No. 1136574074

After being legally identified by:

1- Abdel Aziz Hamad Abdallah Al Salih, a Saudi national, Civil Status Register No.  
1059383164.

The debt was acknowledged as follows:

Debt type: Financial, in the sum of 1,300,000 (one million three hundred thousand) riyals and  
shall be paid in instalments starting from 20 Jumada al-Akhirah 1434 AH.

Interest-free Loan to assist her in running her business, paying lawyers' fees due to cases filed  
against her, and to help her in the livelihood after her separation from her husband.

Due date: no specific time. It may be paid whenever available.

Payment options: Installments or in full.

The Debtor acknowledged the receipt of aforementioned debt and committed to pay on the debt's  
due date.

In witness thereof, the document was certified and signed on 29 Dhu al-Qadah 1437 AH. Peace  
be upon our Prophet Muhammad and on all his family and his Companions.

Head of Notary Public

Official Stamp

Attaib ibn Abdallah Al-Suhaibani

*Aziza Mohammed Yousef* [signature]

*Abdel Aziz Hamad Al Salih* [signature] 29 Dhu al-Qadah 1437 AH

*Samia Mohammed El-Moslimany* [signature]

2086

Note: Any scratch or change to this Acknowledgment renders it void. The Acknowledgment is effective unless  
otherwise

Government Press Department: [illegible]

This form is designed for computer use [illegible]

Form No: [illegible]

# Exhibit 3



## PROMISSORY NOTE

May 28, 2017  
Riyadh, Saudi Arabia

Page 1 of 3

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of ONE HUNDRED THOUSAND DOLLARS US (\$100,000.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below.

Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms in a Promissory Note to be executed in Riyadh, Saudi Arabia by the Ministry of Justice, Saudi Arabia,

- 1. PAYMENT PLACE.** Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

P.O. Box 54301  
Riyadh 11415  
Saudi Arabia

- 2. MATURITY.** The date of Maturity shall be the final day of the three hundred and sixtieth (360) month, or thirty (30) years, running from the above-referenced date of execution of this Note.
- 3. WAIVERS.** Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.
- 4. GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first-class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first-class mail to Lender at the address stated above or at a different address if Borrower is provided written notice of that address.

- 5. OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated pursuant to the terms of this Note. Any person, who takes over these obligations, including the obligations of a guarantor surety or endorser of this Note, is also obligated perform pursuant to all terms contained in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.
- 6. CHOICE OF LAW.** This Note shall be governed and enforceable pursuant to the applicable laws of the State of Washington.
- 7. SECURITY.** This Note shall be security by a Deed of Trust, recorded against the following property:
- LOT 12 OF SEAHURST-WEST, AS PER PLAT RECORDED IN VOLUME  
80 OF PLATS, PAGE 45, RECORDS OF KING COUNTY AUDITOR;
- SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF  
WASHINGTON.
- Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.
- 8. TERMINATION UPON DEATH.** Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

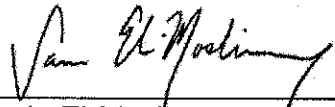
Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

Dated this 28th Day of May, 2017.

**BORROWER:**

  
\_\_\_\_\_  
Samia El-Moslimany

**LENDER:**

\_\_\_\_\_  
Aziza M. Yousef

# Exhibit 4

Instrument Number: 20180925000965 Document: J Rec: \$106.00 Page-1 of 8

Record Date: 9/25/2018 3:20 PM

King County, WA

**Return Address:****Law Offices of Anthony S. Wisen, PLLC**

Attn: Anthony S. Wisen, Esq.

1752 NW Market St., # 709

Seattle, WA 98107

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Foreign Judgment 2. \_\_\_\_\_  
 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. Samia El-Moslimany \_\_\_\_\_  
 2. Ann El-Moslimany \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Hayat Sindi \_\_\_\_\_  
 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

SEAHURST WEST ADD AND UND INT IN TRACTS B &amp; C

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number** \_\_\_\_\_ Assessor Tax # not yet assigned

763800-0120

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

**FILED** **CERTIFIED COPY**

2018 SEP -7 PM 12: 02

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

HAYAT SINDI,

Judgment Creditor,

v.

SAMIA EL-MOSLIMANY and ANN EL-  
MOSLIMANY,

Judgment Debtors.

No. **18-2-22410-1** <sup>KNT</sup> ~~SEA~~

FOREIGN JUDGMENT

**CLERK'S ACTION REQUIRED**

FOREIGN JUDGMENT SUMMARY

A. Judgment Creditor

Hayat Sindi

B. Judgment Debtors

Samia El-Moslimany

Ann El-Moslimany

FOREIGN JUDGMENT - 1

Law Offices of Anthony S. Wisen, PLLC  
1752 NW Market St., #709  
Seattle, Washington 98107  
(206) 418-8720 • tony@wisenlaw.com

1	C.	Principal Judgment Amount	\$1,076,000.00 (Samia El-Moslimany)
2			\$244,000.00 (Ann El-Moslimany)
3	D.	Pre-Judgment Interest	\$460,233.21 (Samia El-Moslimany)
4		(1/25/2013 through 8/18/2016)	\$104,365.15 (Ann El-Moslimany)
5	E.	Post-Judgement Interest	\$12,216.28 (Samia El-Moslimany)
6		(8/19/2016 through 8/29/2018)	\$2,770.24 (Ann El-Moslimany)
7	F.	Total Amount of Judgment, Less Costs	\$1,548,449.49 (Samia El-Moslimany)
8			\$351,135.39 (Ann El-Moslimany)
9	G.	Costs (Pursuant to RCW 6.36.140)	\$22.00
10	H.	Total Amount of Judgment with Costs	\$1,548,471.49 (Samia El-Moslimany)
11			\$351,157.39 (Ann El-Moslimany)
12	I.	Attorneys for Judgment Creditor	Anthony S. Wisen
13			Law Offices of Anthony S. Wisen, PLLC
14			1752 NW Market St., #709
15			Seattle, WA 98107
16	J.	Attorneys for Judgment Debtor	Elena Garella, Esq.
17			927 N. Northlake Way, Ste. 301
18			Seattle, WA 98103
19			John A. Kiernan, Esq.
20			Robert E. Koosa, Esq.
21			Bonner Kiernan Trebach & Crociata, LLP
22			40 Court St., Third Floor
23			Boston, MA 02114
	K.	Other:	Foreign Judgment is from the United States District Court for the District of Massachusetts, Case No. 1:13-cv-10798-IT

FOREIGN JUDGMENT - 2

Law Offices of Anthony S. Wisen, PLLC  
1752 NW Market St., #709  
Seattle, Washington 98107  
(206) 418-8720 · tony@wiselaw.com

L. Filing Date

August 17, 2018

M. Expiration Date

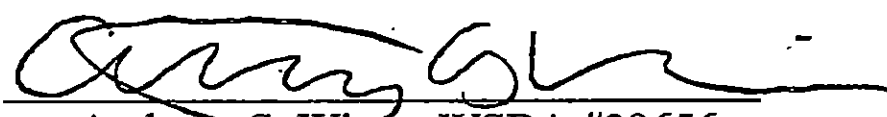
August 17, 2038

**TO CLERK OF THE COURT:** Pursuant to RCW 6.36.025 and 6.36.035, you are  
requested to:

(1) file the attached exemplified copy of the above-described foreign judgment in the  
office of the Clerk of the above-entitled Court (see Exhibit 1).

DATED this 7<sup>th</sup> day of September, 2018.

Law Offices of Anthony S. Wisen, PLLC  
Attorneys for Judgment Creditor

By   
Anthony S. Wisen, WSBA #39656

FOREIGN JUDGMENT - 3

Law Offices of Anthony S. Wisen, PLLC  
1752 NW Market St., #709  
Seattle, Washington 98107  
(206) 418-8720 • tony@wisenlaw.com



**EXHIBIT 1**

AO 132 (Rev. 12/03) Exemplification Certificate

## UNITED STATES DISTRICT COURT

Eastern

District of

Massachusetts

### EXEMPLIFICATION CERTIFICATE

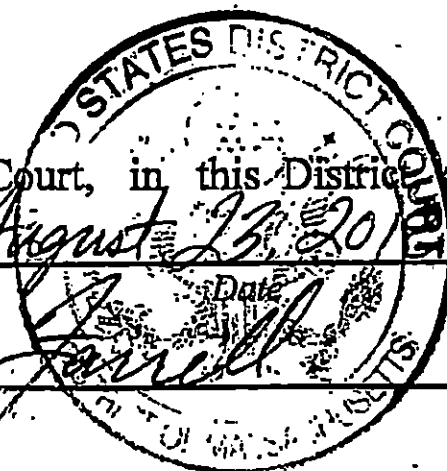
I, Robert M. Farrell, Clerk of this United States District Court,  
keeper of the records and seal, certify that the attached documents:  
Second amended final judgment in CA No. 1:13-cv-10798-IT

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District at  
Boston on August 23, 2018

Robert M. Farrell  
Clerk

Robert M. Farrell  
(By) Deputy Clerk



I, Indira Talwani, a Judicial Officer of this Court,  
certify that Robert M. Farrell, named above, is and was on the date noted,  
Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, and  
the attestation of the record, are in accordance with the laws of the United States.

August 24, 2018  
Date

Indira Talwani  
Signature of Judge

United States District Judge

Title

I, Robert M. Farrell, Clerk of this United States District Court,  
keeper of the seal, certify that the Honorable Indira Talwani,  
Judge

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified,  
and that I am well acquainted with the Judge's official signature and know and certify the above signature  
to be that of the Judge.

In testimony whereof I sign my name, and affix the seal of this Court at  
Boston in this State, on August 24, 2018

ROBERT M. FARRELL  
Clerk

[Signature]  
(By) Deputy Clerk

Case 1:13-cv-10798-IT Document 268 Filed 08/17/18 Page 1 of 1

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS



HAYAT SINDI,

Plaintiff,

v.

SAMIA EL-MOSLIMANY and ANN  
EL-MOSLIMANY,

Defendants.

Civil Action No. 13-cv-10798-IT

I hereby certify on 8/23/18 that the  
foregoing document is true and correct copy of the  
☐ electronic docket in the captioned case  
☐ electronically filed original filed on  
☒ original filed in my office on 8/17/18

Robert M. Farrell  
Clerk, U.S. District Court  
District of Massachusetts

SECOND AMENDED FINAL JUDGMENT

By:   
Deputy Clerk

TALWANI, D.J.

This action was tried by a jury with U.S. District Judge Indira Talwani presiding, and the jury has rendered a verdict. In accordance with the verdict, it is ordered that:

Plaintiff Hayat Sindi recovers from Defendant Samia El-Moslimany the amount of \$1,076,000 in compensatory and special damages; prejudgment interest, which is calculated at a rate of 12% per annum, Mass. Gen. Laws ch. 231, § 6B, from January 25, 2013 through August 18, 2016 (the date of the original judgment); and costs as allowed by separate order. Post-judgment interest is awarded at a rate of .56% per annum, 28 U.S.C. § 1961.

Plaintiff Hayat Sindi recovers from Defendant Ann El-Moslimany the amount of \$244,000 in compensatory and special damages; prejudgment interest, which is calculated at a rate of 12% per annum, Mass. Gen. Laws ch. 231, § 6B, from January 25, 2013 through August 18, 2016 (the date of the original judgment); and costs as allowed by separate order. Post-judgment interest is awarded at a rate of .56% per annum, 28 U.S.C. § 1961.

IT IS SO ORDERED.

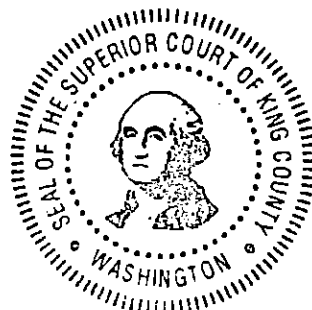
Date: August 17, 2018

  
United States District Judge

I, BARBARA MINER, Clerk of the Superior Court of the State of Washington, for King County, do hereby certify that this copy is a true and perfect transcript of said original as it appears on file and of record in my office and of the whole thereof. IN TESTIMONY WHEREOF, I have affixed this Seal of said Superior Court at my office, at Seattle on this date \_\_\_\_\_

SEP 13 2018

BARBARA MINER, Superior Court Clerk



By \_\_\_\_\_  
Deputy Clerk

M. GAVNIN

# Exhibit 5

## **AGREEMENT TO MARKET REAL PROPERTY**

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THIS AGREEMENT (“Agreement”) is made effective the 30<sup>th</sup> day of April, 2021, by and between Ronald G. Brown (“Trustee Brown”), in his capacity as Chapter 7 bankruptcy trustee for Samia El-Moslimany, Case No. 18-14820, filed in the Western District of Washington at Seattle; Nancy L. James (“Trustee James”), in her capacity as Chapter 7 bankruptcy trustee for Ann Paxton El-Moslimany, Case No. 20-13149, filed in the Western District of Washington at Seattle; and creditor Hayat Sindi (“Creditor Sindi”). Creditor Sindi and the Trustees are sometimes referred to herein as “Party” or “Parties.”

### **RECITALS**

- A. Samia El-Moslimany filed a Chapter bankruptcy petition on December 20, 2018, and Trustee Brown was appointed the Chapter 7 trustee.
- B. Included in the property of the Samia El-Moslimany bankruptcy estate is a 50 percent interest in the real property located at 2655 S.W. 151<sup>st</sup> Place, Burien, Washington 98166 (“the Property”).
- C. Ann Paxton El-Moslimany filed a Chapter 7 bankruptcy petition on December 29, 2020, and Trustee James was appointed the Chapter 7 trustee.
- D. Included in the property of the Ann Paxton El-Moslimany bankruptcy estate is the other 50 percent interest in the Property.

E. The interests of both bankruptcy estates are encumbered by a deed of trust in favor of Washington Federal Savings with an approximate balance of \$410,000.

F. Next in time is a deed of trust in the face amount of \$346,666 in favor of Aziza M. Yousef (“Yousef”) encumbering the interests of both estates.

G. Trustee Brown has filed Adversary No. 19-01116 against Yousef to set aside the deed of trust as, among other theories, a fraudulent conveyance. The lawsuit seeks to preserve the avoided Yousef deed of trust for the benefit of Trustee Brown’s estate.

H. Trustee James has the same cause of action.

I. Creditor Sindi has a subordinate judgment lien which encumbers the interest of both bankruptcy estates. Creditor Sindi has a judgment lien in the amount of approximately \$1,550,298 against the Brown Trustee’s interest in the Property. Creditor Sindi has a judgment lien in the amount of approximately \$354,000 against the James Trustee’s interest in the Property. Creditor Sindi is the largest unsecured creditor of the estates.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. This Agreement is subject to approval by the Bankruptcy Court in Case No. 18-14820 and Case No. 20-13149.

3. The Trustees shall employ a real estate agent to market the Property. The sale of the Property will be subject to approval by the Bankruptcy Court in both cases.

4. It is anticipated that the sale proceeds shall be distributed as follows: First, those expenses normally incurred by a party selling real property including, but not limited to, realtor commissions, escrow fees, outstanding property taxes and any charges typically paid by the seller of real property in the Western District of Washington.

5. The next funds will be paid to Washington Federal Savings on its secured deed of trust.

6. The next funds, an amount sufficient to satisfy the Yousef obligation, will be retained by the Trustees pending the outcome of the adversary proceeding against Yousef.

7. Next, the statutory homestead of \$125,000 will be paid each to Samia El-Moslimany and Ann Paxton Moslimany upon further order of the court.

8. The next creditor scheduled to receive funds will be Creditor Sindi on her two judgment liens. The remaining funds are expected to be less than the amount needed to satisfy Creditor Sindi's judgment.

9. The Parties have agreed that, upon the successful closing of the sale of the Property, the estates will receive 50 percent of the remaining sale proceeds after the deductions described in paragraphs 4 through 7 above. The distribution of those proceeds between the two estates will be subject to further order of the Court. The remaining sale proceeds will be paid to Creditor Sindi in partial satisfaction of her claims.



10. Each Party executing this Agreement represents that it is authorized to do so. Each person executing this Agreement on behalf of an entity represents that he or she is authorized to execute this Agreement on behalf of said entity.

11. The Parties have read this Agreement, have had the benefit of counsel and freely and voluntarily enter into this Agreement.

12. This Agreement may be executed in several counterparts and, once executed, shall constitute one agreement binding all Parties, notwithstanding that all Parties to this Agreement are not signatory to the original and same counterpart.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and exclusive venue shall be in the United States Bankruptcy Court for the Western District of Washington.

14. Each Party to this Agreement hereby agrees to take any and all action necessary where appropriate to execute and discharge its responsibilities and obligations created pursuant to the provisions of this Agreement and to further effectuate and carry out the intents and purposes of this Agreement and the transaction contemplated hereby.

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////

////

////

////

////

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DATED this \_\_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Ronald G. Brown, Bankruptcy Trustee for  
Samia El-Moslimany, Case No. 18-14820

DATED this \_\_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Nancy L. James, Bankruptcy Trustee for  
Ann Paxton El-Moslimany, Case No. 20-13149

DATED this 8 April 2021 day of April, 2021.



\_\_\_\_\_  
Hayat Sindi, Creditor